

REMARKS

Election/Restrictions

Applicant hereby confirms the election of Claims 1-8, which election was made in a phone conversation between Edgar Averill and the Examiner on 2/23/2004.

The Office Action of March 8, 2004, has been carefully considered as follows.

Claim Rejections Under 35 U.S.C. § 102

The Office Action rejected Claims 1, 2, and 4 under 35 U.S.C. 102(b) as being anticipated by Maziarz (US 4,684,083). Regarding Claims 1 and 2, the Office Action observed that:

"Maziarz discloses a canopy release locking bar (38) held by frame (12) and movable cover (44), the locking bar locks the cover to the frame when it is in it's closed position and permits the cover to move to an open position when the canopy release locking bar is in an open position which allows the cover to move and expose the actuating lever, wherein said canopy release locking bar is held by said cover."

The Applicant respectfully traverses this rejection. As seen in FIG. 4 of Maziarz and described in column 4 lines 13 - 16 of Maziarz:

"the cover is held by an overcenter bias provided by the resilient strap 58. The safety cover 44 can be manually withdrawn from its closed position by pivoting the cover 44 outwardly and downwardly"

Thus, the cover 44 of Maziarz is held in place by the strap 58, not by the canopy release locking bar 38, and the cover 44 of Maziarz is released by pulling the cover 44 against the bias created by the resilient strap 58. The cover 44 of Maziarz is never "locked" in place.

Claim 1 of the present application includes a limitation that:

"said canopy release locking bar locks the cover with respect to the frame when it is in its closed position and permits the cover to move to an open position when the canopy release locking bar is in an open position"

Because the canopy release locking bar 38 of Maziarz does not hold or lock the cover 44 in place, and because Maziarz does not describe a strap 58 which locks the cover when the strap 58 is in a closed position, and which strap 58 is moved to an open position to release the cover 44, the limitation of Claim 1 of the present application is not present in Maziarz. The Applicant respectfully requests that the examiner withdraw this grounds for rejection of Claim 1, and advance Claim 1 to allowance.

Applicant respectfully traverses the rejection of Claim 2. Claim 2 of the present application depends from Claim 1, which Applicant believes to be allowable as described above. The Applicant respectfully requests that the examiner withdraw this grounds for rejection of Claim 2, and advance Claim 2 to allowance.

Applicant respectfully traverses the rejection of Claim 4. Claim 4 of the present application recites:

"a canopy release locking bar held at an outer end of said hinged cover, said canopy release locking bar having a frame engaging member which locks the frame engaging member with respect to said frame when said canopy release locking bar is in its locked position and when in its locked position prevents the hinged cover from opening and said canopy release locking bar being movable to an unlocked position wherein said frame engaging member releases its lock to said frame and permits said hinged cover to open which permits said actuating lever to be opened"

The cover 44 of Maziarz is held in place by the strap 58 which attaches near the center of the cover 44 as shown in FIGS. 4-7 of Maziarz, and therefore Maziarz does not disclose a canopy release locking bar at an outer end of the cover 44. There is no element described in Maziarz which has a locked position which prevents the cover 44 from opening, or which has an unlocked position which permits the cover to open. Because Maziarz does not describe these limitation, Applicant believes that the originally filed Claim 4 is allowable over Maziarz, and respectfully requests that the Examiner withdraw this grounds for rejection of Claim 4, and advance Claim 4 to allowance.

Allowable Subject Matter

The Office Action stated that Claims 3 and 5-8 are objected to, but would be allowable if rewritten in independent from including all of the limitations of the base claim and any intervening claims. Applicant respectfully traverses this objection. Applicant believes that originally filed Claims 1 and 4, from which Claims 3 and 5-8 depend, have been shown to be in allowable form. Applicant respectfully requests that the Examiner withdraw these objections, and advance Claims 3 and 5-8 to allowance.

Corrections to Inadvertent and Typographical Errors

Claim 7 is herein amended to replace "a pin portion" with "the pin portion". Claim 7 depends from Claim 6, and Claim 6 introduced "a pin portion".

The paragraph beginning on page 4 line 19 is amended to insert "38" following "one side". The side 38 was recited in the original specification on page 6 line 15 and is labeled in the original FIG. 1.

The paragraph beginning on page 5 line 15 is amended to insert "26" following "a spring", and to replace "A closed position is counter clockwise" with "A closed position is of the actuating lever 14 is counter clockwise. The spring 26 residing on hinge pin 23 is shown in the original FIG. 1. The operation of the actuating lever 14 is described in the paragraph beginning on page 6 line 18, wherein the actuating lever is moved in a clockwise direction to open the actuating lever (i.e., is moved away from the counter clockwise closed position). The motion is further described by FIGS. 4 and 5.

The paragraph beginning on page 6 line 6 is amended to replace " knurling 32. This knurling consists" with "knurling consisting", and to replace "This knurling is" with "This knurling 33, 34 is". The element number 32 was used for both "knurling" and for "engaging pins". The knurling comprises horizontal grooves 33 and vertical grooves 34, and is adequately described by their combination.

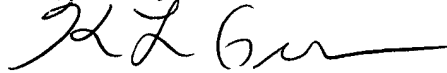
FIG. 1 is herein amended to correct the duplicate use of element number 32, and to correct the use of "18" to "18' ".

The Applicant believes that these corrections do not add new matter.

CONCLUSIONS

Claims 1 - 8 remain pending. It has been shown that Maziarz does not include a canopy release locking bar which "locks the cover with respect to the frame when it is in its closed position and permits the cover to move to an open position when the canopy release locking bar is in an open position " as claimed in Claim 1, or "when said canopy release locking bar is in its locked position and when in its locked position prevents the hinged cover from opening and said canopy release locking bar being movable to an unlocked position wherein said frame engaging member releases its lock to said frame and permits said hinged cover to open" as claimed in Claim 4. Claims 2-3 depend from Claim 1, and Claims 5-8 depend from Claim 4, therefore Applicant believes that Claims 2-3 and 5-8 are also in condition for allowance. Applicant respectfully requests that the Examiner advance Claims 1 - 8 to allowance.

Respectfully submitted,



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